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**State:** Illinois **Filing Company:** Great Divide Insurance Company  
**TOI/Sub-TOI:** 11.2 Med Mal-Claims Made Only/11.2003 Chiropractic  
**Product Name:** Doctor of Chiropractic Professional Liability Program Revision  
**Project Name/Number:** Doctor of Chiropractic Professional Liability Program Revision/ADM-PROGRAM-CHIRO-10003-R

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## Filing at a Glance

Company: Great Divide Insurance Company  
Product Name: Doctor of Chiropractic Professional Liability Program Revision  
State: Illinois  
TOI: 11.2 Med Mal-Claims Made Only  
Sub-TOI: 11.2003 Chiropractic  
Filing Type: Rate/Rule  
Date Submitted: 04/20/2012  
SERFF Tr Num: MRTN-128275228  
SERFF Status: Closed-Filed  
State Tr Num: MRTN-128275228  
State Status:  
Co Tr Num: ADM-PROGRAM-CHIRO-10003-R  
  
Effective Date: On Approval  
Requested (New):  
Effective Date: On Approval  
Requested (Renewal):  
Author(s): Barb Blackowicz, Martin & Company  
Reviewer(s): Gayle Neuman (primary)  
Disposition Date: 09/17/2012  
Disposition Status: Filed  
Effective Date (New):  
Effective Date (Renewal):  
  
State Filing Description:

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## General Information

Project Name: Doctor of Chiropractic Professional Liability Program Revision  
Status of Filing in Domicile:  
Project Number: ADM-PROGRAM-CHIRO-10003-R  
Domicile Status Comments:  
Reference Organization: Reference Number:  
Reference Title: Advisory Org. Circular:  
Filing Status Changed: 09/17/2012  
State Status Changed: Deemer Date:  
Created By: Barb Blackowicz Submitted By: Barb Blackowicz  
Corresponding Filing Tracking Number: ADM-PROGRAM-CHIRO-10003-F

### Filing Description:

Attached for your review is a Filing Authorization Letter authorizing Martin & Company to submit this filing on behalf of Great Divide Insurance Company (hereinafter referred to as the company). Please direct all correspondence regarding this filing to Martin & Company.

In accordance with the regulatory provisions of your state, the company hereby submits revisions to its Chiropractic Professional Liability program filed under MRTN-126890754.

Program changes involve the following:

-New Rating Rule for Information and Network Security Endorsement (CH00780312),

-Clarification of Vicarious Liability included in the rate/rule manual. A side-by-side comparison of the rate/rule manual has been attached. This revised manual replaces the previously filed countrywide manual.

All other approved materials, including state exception pages, if applicable, remain on file and available for use.

These rates are not excessive, inadequate, or unfairly discriminatory.

The company respectfully requests that the filing be applicable to all policies effective on and after May 20, 2012 or upon approval, whichever is earlier.

## Company and Contact

### Filing Contact Information

Barbara Blackowicz, Compliance Analyst BBlackowicz@martincompanyus.com  
P.O. Box 70 309-444-5212 [Phone]  
Edgemont, PA 19028 309-444-5212 [FAX]

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### Filing Company Information

(This filing was made by a third party - martinandcompany)

Great Divide Insurance Company	CoCode: 25224	State of Domicile: North
7233 East Butherus Drive	Group Code: 98	Dakota
Scottsdale, AZ 85260	Group Name:	Company Type: P&C
(480) 951-0905 ext. [Phone]	FEIN Number: 45-0397186	State ID Number:

### Filing Fees

Fee Required? No

Retaliatory? No

Fee Explanation:

Per Company: No

Company	Amount	Date Processed	Transaction #
Great Divide Insurance Company	\$0.00		

### State Specific

Refer to our checklists prior to submitting filing ([http://www.idfpr.com/DOI/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.htm](http://www.idfpr.com/DOI/Prop_Cas_IS3_Checklists/IS3_Checklists.htm)):

Acknowledged

Refer to our updated (04/06/2007) SERFF General Instructions prior to submitting filing. They have been updated to clarify what rates and rules are required to be filed as well as what rates and rules are not required to be filed. Also, the "Product Name" is the Filing Title and not the Project Number.: Acknowledged

NO RATES and/or RULES ARE REQUIRED TO BE FILED FOR LINES OF COVERAGE SUCH AS COMMERCIAL AUTO (except taxicabs), BURGLARY AND THEFT, GLASS, FIDELITY, SURETY, COMMERCIAL GENERAL LIABILITY, CROP HAIL, COMMERCIAL PROPERTY, DIRECTORS AND OFFICERS, ERRORS AND OMISSIONS, COMMERCIAL MULTI PERIL just to mention a few. However, a Summary Sheet (RF-3) is required to be filed. Please refer to the State Specific Field below for what rates/rules are required to be filed and to our checklists for specific statutes, regulations, etc. :

[http://insurance.illinois.gov/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.asp](http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp) .: Acknowledged

Medical Malpractice rates/rules may now be submitted using SERFF effective January 1, 2012.: Acknowledged

The only rates and/or rules that are required to be filed are Homeowners, Mobile Homeowners, Dwelling Fire and Allied Lines, Workers' Compensation, Liquor Liability, Private Passenger Automobiles, Taxicabs, Motorcycles and Group Inland Marine Insurance which only applies to insurance involving personal property owned by, being purchased by or pledged as collateral by individuals, and not used in any business, trade or profession per Regulation Part 2302 which says in part, "each company shall file with the Director of Insurance each rate, rule and minimum premium before it is used in the State of Illinois.":

Acknowledged

When selecting a form filing type for a multiple form filing, use the dominant type from these choices: APP - application; CER - certificate; COF - coverage form; DPS - declaration page; END - endorsement; POJ - policy jacket; ORG - Companies adopting an Advisory or Rating Organization's filing. Example: If you are submitting a policy as well as endorsements, a declaration page and an application, you would select "POL" for policy.: N/A

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## Correspondence Summary

### Dispositions

Status	Created By	Created On	Date Submitted
Filed	Gayle Neuman	09/17/2012	09/17/2012

## Objection Letters and Response Letters

### Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Gayle Neuman	04/24/2012	04/24/2012

### Response Letters

Responded By	Created On	Date Submitted
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### Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Supporting Document	Certification	Barb Blackowicz	05/08/2012	05/08/2012

## Filing Notes

Subject	Note Type	Created By	Created On	Date Submitted
Updated effective date	Note To Reviewer	Barb Blackowicz	09/13/2012	09/13/2012
THIRD REQUEST FOR EFFECTIVE DATE	Note To Filer	Gayle Neuman	07/19/2012	07/19/2012
effective date	Note To Filer	Gayle Neuman	06/29/2012	06/29/2012
effective date	Note To Filer	Gayle Neuman	06/07/2012	06/07/2012

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## Disposition

Disposition Date: 09/17/2012

Effective Date (New): 05/20/2012

Effective Date (Renewal): 05/20/2012

Status: Filed

Comment:

Company Name:	Overall % Indicated Change:	Overall % Rate Impact:	Written Premium Change for this Program:	# of Policy Holders Affected for this Program:	Written Premium for this Program:	Maximum % Change (where req'd):	Minimum % Change (where req'd):
Great Divide Insurance Company	0.000%	0.000%	\$0	1	\$1,727	0.000%	0.000%

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## Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	04/24/2012
Submitted Date	04/24/2012
Respond By Date	05/01/2012

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Dear Barbara Blackowicz,

**Introduction:**

*This is to acknowledge receipt of your filing. Your submission is not acceptable for filing in Illinois due to the following reasons:*

*Please indicate if your company has a plan for the gathering of statistics or the reporting of statistics to statistical agencies? If yes, what stat agency is being used?*

**Conclusion:**

*Sign up to get e-mail notification for updates to the Department's website. <http://insurance.illinois.gov/RSS/>*

*Please refer to the appropriate Property Casualty IS3 Review Requirements Checklist before submitting any filing. The checklists are available at the Department's Web site or at the following link:*

*[http://insurance.illinois.gov/Prop\\_Cas\\_IS3\\_Checklists/IS3\\_Checklists.asp](http://insurance.illinois.gov/Prop_Cas_IS3_Checklists/IS3_Checklists.asp)*

*Please submit compliant form(s) no later than the date shown above or the entire filing may be disapproved. Please be advised that when the Director disapproves the form(s) you must immediately cease using the form(s) in Illinois.*

*Please give this matter your immediate attention. If you have any question regarding this filing please feel free to contact me.*

*Sincerely,*

*Gayle Neuman*

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## Response Letter

Response Letter Status	Submitted to State
Response Letter Date	04/24/2012
Submitted Date	04/24/2012

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Dear Gayle Neuman,

**Introduction:**

**Response 1**

**Comments:**

Thank you for your note. The company utilizes NISS for statistical reporting.

**Changed Items:**

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

**Conclusion:**

Thank you for your continued review. Feel free to contact me at (309) 444-5212 with any questions.

Sincerely,

Barb Blackowicz

Martin & Company

Sincerely,

Barb Blackowicz

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## Amendment Letter

Submitted Date: 05/08/2012

**Comments:**

Please see the updated certification form, which is in response to the email received from Neetha M. Mamoottile on May 3, 2012.

**Changed Items:**



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## Note To Reviewer

**Created By:**

Barb Blackowicz on 09/13/2012 04:29 PM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

09/17/2012 01:50 PM

**Subject:**

Updated effective date

**Comments:**

Ms.Neuman,  
My apologies for the delay. The company maintains its requested effective date of 5/20/12.  
Sincerely,  
Barb Blackowicz  
Martin & Company

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## Note To Filer

**Created By:**

Gayle Neuman on 07/19/2012 09:29 AM

**Last Edited By:**

Gayle Neuman

## Submitted On:

09/17/2012 01:50 PM

**Subject:**

### THIRD REQUEST FOR EFFECTIVE DATE

**Comments:**

The Department of Insurance has now completed its review of this filing. Originally, Great Divide requested the filing be effective on approval or on May 20, 2012 (whichever was earlier). Was the filing put in effect on May 20, 2012 or do you wish to have a different effective date?

Your prompt response is appreciated.

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## Note To Filer

**Created By:**

Gayle Neuman on 06/29/2012 11:14 AM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

09/17/2012 01:50 PM

**Subject:**

effective date

**Comments:**

I sent a note to filer on June 7, 2012 to confirm the effective date to use. Please advise at your earliest convenience./

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## Note To Filer

**Created By:**

Gayle Neuman on 06/07/2012 01:06 PM

**Last Edited By:**

Gayle Neuman

**Submitted On:**

09/17/2012 01:50 PM

**Subject:**

effective date

**Comments:**

The Department of Insurance has now completed its review of this filing. Originally, Great Divide requested the filing be effective on approval or on May 20, 2012 (whichever was earlier). Was the filing put in effect on May 20, 2012 or do you wish to have a different effective date?

Your prompt response is appreciated.

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## Rate/Rule Schedule

Item No.	Schedule Item Status	Exhibit Name	Rule # or Page #	Rate Action	Previous State Filing Number	Attachments
1		Doctor of Chiropractic Professional Liability Rate Rule Manual	ADM-CHIRO-RR-3/12	Replacement	MRTN-126890754	ADM-CHIRO-RR-312 - Final.pdf

**I. APPLICATION OF MANUAL RULES**

- A. This manual provides rules, rates, premiums and classifications and shall govern the writing of policies for the Chiropractic profession.
- B. The Great Divide Insurance Company rates, rating plans, rules and forms contained in the manual shall govern unless there is an exception noted in the State rate and rule pages.

**II. POLICY TERMS**

Policies may be written for a term of one year, and renewed annually thereafter, or as otherwise specified for the respective coverage.

**III. PREMIUM COMPUTATION**

- A. Compute the premium at policy inception using the rules, rates, and rating plans in effect, at the time. At each renewal, compute the premium using the rules, rates and rating plans then in effect.
- B. Pro-rate the premium when a policy is used for the less than a whole year.
- C. Premiums are calculated as specified for the respective coverage. Premium rounding will be done in accordance with the Whole Dollar Rule.
- D. The premium shall be computed by applying the rate per Chiropractor, shown on the State Rate Page, to the total number of Chiropractor's who are insureds. The rates shall be applied in accordance with each Chiropractor's classification.

**IV. FACTORS OR MULTIPLIERS**

Unless stated otherwise, factors or multipliers are to be applied consecutively and not added together.

**V. POLICY WRITING MINIMUM PREMIUM**

The policy writing minimum premium shall be \$300.00 per annual or lesser period, which is a fully earned minimum premium.

**VI. PREMIUM PAYMENT PLAN**

Not Available.

## **VII. WHOLE DOLLAR RULE**

If the result of the rating procedure is not a whole dollar, the result will be adjusted as follows:

- a) Any amount involving \$.50 or over shall be rounded to the next higher whole dollar amount; or
- b) Any amount involving \$.49 or less shall be rounded down to the next lower whole dollar amount.

## **VIII. ADDITIONAL PREMIUM CHARGES**

- A. Pro-rate all changes requiring additional premium.
- B. Apply the rates and rules that were in effect at the inception date of this policy period. After computing the additional premium, charge the amount applicable from the effective date of the change, even if the policy inception premium was less than the policy writing minimum premium.
- C. Waive additional premium of \$10.00 or less.

## **IX. RETURN PREMIUM**

- A. Deletion of any coverage, other than optional coverage, is not permitted unless the entire policy is canceled.
- B. Compute return premium at the rates used to calculate the policy premium at the inception of this policy period.
- C. Compute return premium pro rata and round in accordance with the Whole Dollar Rule when any coverage or exposure is deleted or an amount of insurance is reduced.
- D. Retain the policy writing minimum premium.
- E. Cancellation of annual policy that generates return premium is subject to follow any applicable individually State cancellation provisions and subject to Section XI below.

**X. COVERAGES**

Coverage	Limits
Professional Liability	Claims-Made Basis (See State rate pages)
Supplementary Coverage	
A. License Protection Defense	\$50,000 Each Claim \$50,000 Aggregate
B. Peer Review Committee Defense	\$50,000 Each Claim \$50,000 Aggregate
C. Information Privacy Wrongful Act	\$10,000 Each Claim \$10,000 Aggregate
D. Medicare/Medicaid Billing Error Defense	\$10,000 Each Claim \$10,000 Aggregate
E. Medical Payments	\$5,000 Per Injured Patient \$10,000 Aggregate
F. Deposition Assistance	\$2,500 Each Deposition \$7,500 Aggregate
G. Damage to Property of Patients	\$2,500 Each Incident

**XI. POLICY CANCELLATIONS**

- A. The policy may be canceled flat within 60 days of the effective date. Evidence of such cancellation must be received by the Company within 60 days of such cancellation.
- B. Any cancellation initiated, other than by the insured, after more than 60 days will be cancelled pro-rata.
- C. Cancellation initiated by the insured will be canceled pro-rata less a penalty of 10% (subject to the fully earned minimum premium) unless coverage is concurrently rewritten by the Company, in which case no penalty shall be applied.
- D. Cancellation is subject to Section IX, Conditions, paragraph D of the policy unless there is a State mandatory cancellation/nonrenewal endorsement required on the policy. State required cancellation terms will override standard policy conditions.

**XII. CLASSIFICATIONS - CALCULATION OF PREMIUM – Professional Liability Coverage**

The base premium for the policy shall be the sum of the applicable charge for each insured based on his/her class, as developed below. "Developed Premium" used throughout, refers to premium developed prior to credits being applied (Class Rate X



GREAT DIVIDE INSURANCE COMPANY  
7233 E. Butherus Drive, Scottsdale, AZ 85260  
Administrative Offices: Admiral Professional Program Division 14 Wall St., New York, NY 10005  
DOCTOR OF CHIROPRACTIC  
COUNTRYWIDE RATES & RULES MANUAL

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Claims-Made Step Factor  $\times$  ILF = Developed Premium). The annual mature claims-made base rate for each class is stated on the respective State Exception page:

ISO Class Code 80410

A. The following class descriptions will apply:

Class	Description
1	<p>Doctors of Chiropractic in Class 1 have as their sole objective the analysis, diagnosis and reduction and/or correction of vertebral subluxation. They remain aware of the patient's other symptoms, specific health problems and findings but do not attempt to treat those symptoms or conditions.</p> <p>They note unusual findings not related to vertebral subluxations that they observed, discuss these with their patients and refer patients to medical practitioners in specific disciplines when needed.</p> <p>Class 1 Chiropractors use manual adjusting techniques, which can include hand-held, non-electric or electric devices such as Atlas Orthogonal Instrument, Integrator, Activator and/or mechanical tables, etc.</p> <p>In addition, they may use traction, extremity adjusting, massage, hot and cold packs, electrical muscle stimulation, ultrasound, laser, diathermy, whirlpool, orthopedic supports, orthotics, taping or other non-invasive modalities which they consider necessary in order to properly reduce or correct subluxations, or which they feel will help patients maintain their adjustments.</p> <p>Class 1 doctors do not use therapeutic agents, including nutritional supplements, homeopathic or naturopathic remedies etc, to treat diseases or suppress symptoms other than those related to vertebral subluxation.</p> <p>Instrumentation and other diagnostic tools such as surface electromyography (SEMG) thermography, range of motion etc. may be used to measure a variety of physiological changes related to vertebral subluxation and spinal health.</p> <p>No invasive procedures or diagnostic or treatment equipment or techniques should be used which are not directly related to the detection and correction of vertebral subluxation. X-ray and other imaging techniques may be used to assist in determining the presence of vertebral subluxation and for biomechanical assessment of the spine.</p>

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Class	Description
2	<p>Doctors of chiropractic in this class, while they may analyze, diagnose and reduce/correct vertebral subluxation, broaden their practice to include primary health care activities and/or the diagnosis, treatment, management of pathophysiological processes besides or in addition to vertebral subluxation. These complaints/disorders may be spinal-related or not.</p> <p>Doctors in Class 2 may utilize everything included under Class 1 and, additionally, modalities such as ionic foot baths, hair analysis, live cell analysis and other similar diagnostic and treatment methods. They may also utilize homeopathy, nutritional and naturopathic remedies for the treatment of disease. Those chiropractors who hold licenses in acupuncture and perform techniques which require such a license shall be categorized in this class.</p>

- B. The annual mature claims-made rates for each Chiropractor are stated on the State Rate Page.

The annual step rates, under claims-made, for each Chiropractor shall be determined as follows:

1. If the Chiropractor is just entering practice, or the Chiropractor has continuously been insured under an "occurrence" policy, or the Chiropractor has been uninsured for any reason, enter the step rate factor from the Table at the year one level.
2. If the Chiropractor has been insured under a "claims-made" policy for one or more years immediately preceding the effective date of this coverage, the following procedure shall apply:
  - a) Determine the number of years in which the Chiropractor was covered under such claims-made policy(ies). This shall be the Years of Prior Exposure. The Table is entered at the total prior Years of Exposure, plus one.

Fractional years of six months or more of base exposure shall be rounded to the next higher year; less than six months shall be rounded to the next lower year;

The factors in the following Table shall be applied to the full time class rate, found on the State Page, in effect at the inception of the policy.

Step 1	Step 2	Step 3	Step 4
0.35	0.66	0.90	1.00

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C. Location of Practice

The rates as shown in this manual contemplate the exposure as being derived from professional practice within the State. An exception will be allowed for those who derive 25% or less of their practice time from outside the State. Those who derive more than 25% of their practice time outside the State will be charged the higher rate if there is multi-State exposure.

**XIII. PREMIUM MODIFICATIONS**

The following applicable factors will be added together and the sum will be applied to the associated risk. The maximum credit applicable to any risk is shown on the respective State Rate page.

A. New Graduate

A "new" graduate is defined as an individual who is receiving his or her first Chiropractic license and beginning practice. For the 1<sup>st</sup> and 2<sup>nd</sup> years in practice, the discount listed is the maximum credit allowable.

The following credits will apply:

Years in Practice	Discount
1 <sup>st</sup>	75%
2 <sup>nd</sup>	40%
3 <sup>rd</sup>	25%
4th	15%

B. Preceptee / Postceptee

Preceptee means a current student of Chiropractic medicine at an accredited institution who has not yet obtained a license as a Chiropractor.

Postceptee means a Chiropractic professional that has successfully completed formal student training, has a current application for licensure pending in the State in which the Insured is insured by this policy to practice, but has not yet obtained any license as a Chiropractor.

It shall be permissible to provide coverage for a Preceptee or Postceptee on a shared limit of liability with the sponsoring Insured Chiropractor. Waive additional premium.

C. Corporations / Partnerships / Associations

It shall be permissible to provide coverage for a corporation, partnership or association for liability arising from the practice of member Chiropractors insured by the Company. Such coverage may be provided either:

1. On a shared limit of liability with the member practitioner, in which case, no additional premium shall be charged; or
2. On a separate limit of liability basis. All practitioners of the corporation must purchase the same limit of liability. Additional premium shall be **10%** of the total developed liability premium for each member.

D. Additional Insured

- 1) No charge for short-term event additional insureds.
- 2) **10%** charge of the policy's developed premium to add a Landlord of the Insured.
- 3) **20%** charge of the policy's developed premium for all other Additional Insured Requests: an additional insured, such as an outpatient surgical center, managed care organization, hospital, etc. All other Additional Insureds must be referred to the Company for approval and rating.

E. Vicarious Liability

**10%** of the named insured's developed premium will be charged for Chiropractors not insured by Great Divide who presents a vicarious liability exposure to the named insured.

F. Medical Professional Coverage

Medical Professional Coverage is available for the following classes on a shared limit basis by an endorsement:

Medical Professional	Rate
Registered Dietician	\$50 per Dietician
Massage Therapist	\$150 per Therapist
Acupuncturist	\$250 per Acupuncturist
Physical Therapist	\$250 per Therapist
X-Ray Technician	\$150 per Technician

G. Disability / Leave of Absence

A Chiropractor who becomes disabled, or is on leave of absence for a period of at least 30 days, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. This will apply retroactively to the first day of disability or leave of absence. Leaves of absence are subject to underwriting approval.

H. Part Time

A part time credit of 50% of the applicable rate will apply to any Chiropractor who works 20 hours or less per week. This is the maximum credit available for a part-time Chiropractor.

I. Military Activation

Where an Insured has been called to Active Military duty, an endorsement will be attached suspending coverage for the period of deployment. Note: the period on active duty does not count for step rating.

J. Locum Tenens

Coverage for a Chiropractor substituting for an insured will be limited to cover only professional services rendered on behalf of the corresponding insured for whom he/she is serving as a temporary relief chiropractor for the specified time period. Locum Tenens will share in the corresponding insured's limit of liability, and the substituting professional is subject to standard underwriting approval. There is no additional charge for a period not to exceed 60 days.

K. Loss Prevention / Risk Management

A risk management credit of up to 10% will be applied to the rate, based upon approved risk management courses. Approved courses include but are not limited to Company courses, workshops, seminars, self-study, and State Chiropractic Society organization courses. Course content must include one or more of the following topics:

- Patient communication
- Documentation
- Informed consent
- Confidentiality of records
- Litigation and other legal issues

Verifiable active participation is required in any such program. The course must be completed by the insured within 24 months of the policy effective date. This credit will be reapplied to subsequent coverage terms, provided that the course completion date is within 24 months of the effective date. This is subject to underwriting approval.

L. Experience Rating

The following claims-free credits will apply to the Chiropractor's applicable class rate:

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DOCTOR OF CHIROPRACTIC  
COUNTRYWIDE RATES & RULES MANUAL

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Minimum Number of Consecutive Years Claims-Free	Credit
3	5%
5	10%
10	15%
20	20%

**M. Schedule Modification**

A modification reflecting the specific individual characteristics of a risk shall be applied to the professional liability premium for Chiropractors. The criteria (shown below) used in evaluating the risk will be applied objectively and uniformly to all risks. All applicable debits and credits from this Section M shall be added together and the sum shall be the total Schedule Modification. The total schedule modification shall be capped at +/-25%.

Criteria	Maximum Credit	Maximum Debit
1. Qualifications and experience of management	-10%	+10%
2. Cooperation with insurer	-10%	+10%
3. Selection and supervision of staff	-10%	+10%
4. Effective risk management program	-10%	+10%
5. Ongoing quality improvement program	-10%	+10%
6. Communication vehicle for patient questions and concerns	-10%	+10%
7. Use of recognized system of clinical guidelines	-10%	+10%
8. Well-maintained patient record system	-10%	+10%
9. Thorough documentation of patient care and interaction	-10%	+10%
10. Established policies and procedures for patient relations	-10%	+10%
11. Rehearsed emergency plan/equipment in place	-10%	+10%
12. High risk or experimental procedures or treatment	0%	+25%
13. Loss experience	-10%	+25%
14. Demographics of Patient Group	-10%	+25%
15. Other risk deviations specific to the account	-15%	+15%

**N. Consent to Settle**

A 10% debit shall be applied to an Insured who elects to retain the sole right to consent to settlement of any claim.

**XIV. LIMITS OF LIABILITY**

The base rate on the state rate page contemplates a limit of \$100/\$300K. Higher limits of liability may be selected by insureds. The associated factors listed below will apply to the \$100,000/\$300,000 rate.

Limits of Liability	Factor
\$100,000 / \$300,000	1.000
\$200,000 / \$600,000	1.159
\$250,000 / \$750,000	1.215
\$500,000 / \$1,500,000	1.500
\$1,000,000 / \$3,000,000	1.590
\$2,000,000 / \$4,000,000	1.741

#### **XV. EXTENDED REPORTING PERIOD COVERAGE**

The extension period is unlimited with respect to time. The availability of Extended Reporting Period Coverage shall be governed by the following rules:

1. The limits of liability that apply at the end of the policy period are not renewed or increased for claims first made or brought during the automatic limited reporting period.
2. Extended Reporting Period Coverage will be available to all insureds shown on the Declarations page or in an endorsement or policy schedule on this policy. Should an insured terminate association with an entity, coverage will also be offered for the liability of the entity provided that such entity was also insured by this Company.
3. Should the insured or entity terminate coverage under the policy, they may purchase this coverage by giving the Company written notice, within 60 days, of its intent to purchase, and paying the appropriate premium.
4. Upon termination of coverage under this policy by reason of death or permanent disability, the insured's unearned premium for this coverage will be waived and Extended Reporting Period Coverage will be granted for no additional charge.

There will be no charge for Extended Reporting Period Coverage in the event of permanent retirement from the practice of chiropractic and provided the insured is at least 55 years old and has been continuously insured by the Company for at least three years immediately preceding retirement.

This shall apply to all insureds otherwise qualifying for such coverage.

5. The Prior Acts date of coverage with this Company will determine the years of prior exposure in calculation of Extended Reporting Period Coverage.
6. Premium must be paid promptly when due.
7. In the event the policy is canceled, any return premium due the insured shall be credited toward the premium for Extended Reporting Period Coverage, if the

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insured elects this coverage. If any premium is due for the period of time between the earlier of the policy's Prior Acts date or effective date and the termination date, any monies received by the Company from the insured shall first be applied to the premium owing for the policy and then to the Extended Reporting Period endorsement.

8. The factors in the following Table shall be applied to the expiring premium:

<b>Years of Claims-Made Coverage</b>	<b>Factor</b>
1	142%
2	134%
3	123%
4 or more	121%

**XVI. INFORMATION AND NETWORK SECURITY INSURANCE ENDORSEMENT**

Information and Network Security Insurance is available as a Supplemental Coverage by endorsement for an additional charge of \$100.00 providing the following limits of liability:

<b>LIMITS OF LIABILITY</b>				
<b>Supplementary Coverages</b>				
H. Information and Network Security	\$ 25,000	Each Claim	\$ 25,000	Aggregate
I. Media Liability	\$ 25,000	Each Claim	\$ 25,000	Aggregate
J. Regulatory Privacy Proceeding and Regulatory Fines and Penalties	\$ 25,000	Each Claim	\$ 25,000	Aggregate
K. Customer Notification and Credit Monitoring Expense	\$ 10,000	Each Claim	\$ 10,000	Aggregate
L. Electronic Data Recovery and Replacement Expenses	\$ 10,000	Each Claim	\$ 10,000	Aggregate

STATE SPECIFIC PAGES TO FOLLOW. TERRITORIES ARE BY COUNTY NAME.



<b>State:</b>	Illinois	<b>Filing Company:</b>	Great Divide Insurance Company
<b>TOI/Sub-TOI:</b>	11.2 Med Mal-Claims Made Only/11.2003 Chiropractic		
<b>Product Name:</b>	Doctor of Chiropractic Professional Liability Program Revision		
<b>Project Name/Number:</b>	Doctor of Chiropractic Professional Liability Program Revision/ADM-PROGRAM-CHIRO-10003-R		

## Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Explanatory Memorandum		
Comments:			
Attachment(s):			
Memorandum - Revised Chiro - Rates.pdf			

		Item Status:	Status Date:
Bypassed - Item:	Form RF3 - (Summary Sheet)		
Bypass Reason:	N/A - No change in rate level applies		
Comments:			

		Item Status:	Status Date:
Satisfied - Item:	Certification		
Comments:			
Attachment(s):			
MedMalCertificationForm-revised 5-8-12.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certification		
Comments:			
Attachment(s):			
MedMalCertificationForm-signed1.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Manual		
Comments:			
Attachment(s):			
ADM-CHIRO-RR-312 - Redlined.pdf			

<b>State:</b>	Illinois	<b>Filing Company:</b>	Great Divide Insurance Company
<b>TOI/Sub-TOI:</b>	11.2 Med Mal-Claims Made Only/11.2003 Chiropractic		
<b>Product Name:</b>	Doctor of Chiropractic Professional Liability Program Revision		
<b>Project Name/Number:</b>	Doctor of Chiropractic Professional Liability Program Revision/ADM-PROGRAM-CHIRO-10003-R		

		Item Status:	Status Date:
Satisfied - Item:	Authorization Letter		
Comments:			
Attachment(s):			
Authorization Letter 3 15 12.pdf			



# Martin & Company

**Publications & Insurance Services**

Post Office Box 70  
Edgemont, PA 19028-0070  
office: 610-325-4455 fax: 610-325-4405  
email: [compliance@martincompanyus.com](mailto:compliance@martincompanyus.com)

**Great Divide Insurance Company  
NAIC #: 98-25224 FEIN #: 45-0397186  
Revised Doctor of Chiropractic Professional Liability Filing**

**Memorandum**

Attached for your review is a Filing Authorization Letter authorizing Martin & Company to submit this filing on behalf of Great Divide Insurance Company (hereinafter referred to as the company). Please direct all correspondence regarding this filing to Martin & Company.

In accordance with the regulatory provisions of your state, the company hereby submits revisions to its Chiropractic Professional Liability program.

Program changes involve the following:

- New Rating Rule for Information and Network Security Endorsement (CH00780312),
- Clarification of Vicarious Liability included in the rate/rule manual.

A side-by-side comparison of the rate/rule manual has been attached. This revised manual replaces the previously filed countrywide manual.

All other approved materials remain on file.

These rates are not excessive, inadequate, or unfairly discriminatory.

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[www.martincompanyus.com](http://www.martincompanyus.com) / [info@martincompanyus.com](mailto:info@martincompanyus.com)

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# ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

(215 ILCS 5/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Thomas M Kuzma, a duly authorized officer of Great Divide Insurance Company, am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

I, Dean Westpfahl, FCAS, a duly authorized actuary of Martin & Company am authorized to certify on behalf of Great Divide Insurance Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.



Thomas M. Kuzma, President and CEO

05/08/2012

Signature and Title of Authorized Insurance Company Officer

Date



Dean Westpfahl, Director of Actuarial Services

05/08/2012

Signature and Title of Authorized Actuary

Date

Insurance Company FEIN 45 - 0397186 Filing Number ADM-PROGRAM-CHIRO-10003-R

Insurer's Address 7233 East Butherus Drive

City Scottsdale State AZ Zip Code 85260

Contact Person's:

-Name and E-mail Barbara Blackowicz bblackowicz@martincompanyus.com

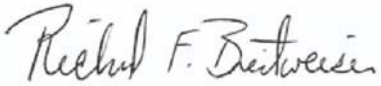
-Direct Telephone and Fax Number (309) 444-5212 (phone) (309) 444-5212 (fax)


# ILLINOIS CERTIFICATION FOR MEDICAL MALPRACTICE RATES

(215 ILCS 5/155.18)(3) states that medical liability rates shall be certified in such filing by an officer of the company and a qualified actuary that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience.

I, Richard F. Breitweiser, a duly authorized officer of Admiral Insurance Company, am authorized to certify on behalf of the Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

I, Dean Westphal, a duly authorized actuary of Martin & Company am authorized to certify on behalf of Admiral Insurance Company making this filing that the company's rates are based on sound actuarial principles and are not inconsistent with the company's experience, and that I am knowledgeable of the laws, regulations and bulletins applicable to the policy rates that are the subject of this filing.

 Richard F. Breitweiser COO  
Signature and Title of Authorized Insurance Company Officer 04/20/2012  
Date

 Dean Westphal, FCAS, MAAA, CPCU  
Signature and Title of Authorized Actuary 04/20/2012  
Date

Insurance Company FEIN 45 - 0397186 Filing Number ADM-PROGRAM-CHIRO-10003-R

Insurer's Address 7233 East Butherus Drive

City Scottsdale State AZ Zip Code 85260

Contact Person's:

-Name and E-mail Barbara Blackowicz

-Direct Telephone and Fax Number (309) 444-5212 (phone) (309) 444-5212 (fax)

**I. APPLICATION OF MANUAL RULES**

- A. This manual provides rules, rates, premiums and classifications and shall govern the writing of policies for the Chiropractic profession.
- B. The Great Divide Insurance Company rates, rating plans, rules and forms contained in the manual shall govern unless there is an exception noted in the State rate and rule pages.

**II. POLICY TERMS**

Policies may be written for a term of one year, and renewed annually thereafter, or as otherwise specified for the respective coverage.

**III. PREMIUM COMPUTATION**

- A. Compute the premium at policy inception using the rules, rates, and rating plans in effect, at the time. At each renewal, compute the premium using the rules, rates and rating plans then in effect.
- B. Pro-rate the premium when a policy is used for the less than a whole year.
- C. Premiums are calculated as specified for the respective coverage. Premium rounding will be done in accordance with the Whole Dollar Rule.
- D. The premium shall be computed by applying the rate per Chiropractor, shown on the State Rate Page, to the total number of Chiropractor's who are insureds. The rates shall be applied in accordance with each Chiropractor's classification.

**IV. FACTORS OR MULTIPLIERS**

Unless stated otherwise, factors or multipliers are to be applied consecutively and not added together.

**V. POLICY WRITING MINIMUM PREMIUM**

The policy writing minimum premium shall be \$300.00 per annual or lesser period, which is a fully earned minimum premium.

**VI. PREMIUM PAYMENT PLAN**

Not Available.

## **VII. WHOLE DOLLAR RULE**

If the result of the rating procedure is not a whole dollar, the result will be adjusted as follows:

- a) Any amount involving \$.50 or over shall be rounded to the next higher whole dollar amount; or
- b) Any amount involving \$.49 or less shall be rounded down to the next lower whole dollar amount.

## **VIII. ADDITIONAL PREMIUM CHARGES**

- A. Pro-rate all changes requiring additional premium.
- B. Apply the rates and rules that were in effect at the inception date of this policy period. After computing the additional premium, charge the amount applicable from the effective date of the change, even if the policy inception premium was less than the policy writing minimum premium.
- C. Waive additional premium of \$10.00 or less.

## **IX. RETURN PREMIUM**

- A. Deletion of any coverage, other than optional coverage, is not permitted unless the entire policy is canceled.
- B. Compute return premium at the rates used to calculate the policy premium at the inception of this policy period.
- C. Compute return premium pro rata and round in accordance with the Whole Dollar Rule when any coverage or exposure is deleted or an amount of insurance is reduced.
- D. Retain the policy writing minimum premium.
- E. Cancellation of annual policy that generates return premium is subject to follow any applicable individually State cancellation provisions and subject to Section XI below.

**X. COVERAGES**

Coverage	Limits
Professional Liability	Claims-Made Basis (See State rate pages)
Supplementary Coverage	
A. License Protection Defense	\$50,000 Each Claim \$50,000 Aggregate
B. Peer Review Committee Defense	\$50,000 Each Claim \$50,000 Aggregate
C. Information Privacy Wrongful Act	\$10,000 Each Claim \$10,000 Aggregate
D. Medicare/Medicaid Billing Error Defense	\$10,000 Each Claim \$10,000 Aggregate
E. Medical Payments	\$5,000 Per Injured Patient \$10,000 Aggregate
F. Deposition Assistance	\$2,500 Each Deposition \$7,500 Aggregate
G. Damage to Property of Patients	\$2,500 Each Incident

**XI. POLICY CANCELLATIONS**

- A. The policy may be canceled flat within 60 days of the effective date. Evidence of such cancellation must be received by the Company within 60 days of such cancellation.
- B. Any cancellation initiated, other than by the insured, after more than 60 days will be cancelled pro-rata.
- C. Cancellation initiated by the insured will be canceled pro-rata less a penalty of 10% (subject to the fully earned minimum premium) unless coverage is concurrently rewritten by the Company, in which case no penalty shall be applied.
- D. Cancellation is subject to Section IX, Conditions, paragraph D of the policy unless there is a State mandatory cancellation/nonrenewal endorsement required on the policy. State required cancellation terms will override standard policy conditions.

**XII. CLASSIFICATIONS - CALCULATION OF PREMIUM – Professional Liability Coverage**

The base premium for the policy shall be the sum of the applicable charge for each insured based on his/her class, as developed below. "Developed Premium" used throughout, refers to premium developed prior to credits being applied (Class Rate X



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Claims-Made Step Factor  $\times$  ILF = Developed Premium). The annual mature claims-made base rate for each class is stated on the respective State Exception page:

ISO Class Code 80410

A. The following class descriptions will apply:

Class	Description
1	<p>Doctors of Chiropractic in Class 1 have as their sole objective the analysis, diagnosis and reduction and/or correction of vertebral subluxation. They remain aware of the patient's other symptoms, specific health problems and findings but do not attempt to treat those symptoms or conditions.</p> <p>They note unusual findings not related to vertebral subluxations that they observed, discuss these with their patients and refer patients to medical practitioners in specific disciplines when needed.</p> <p>Class 1 Chiropractors use manual adjusting techniques, which can include hand-held, non-electric or electric devices such as Atlas Orthogonal Instrument, Integrator, Activator and/or mechanical tables, etc.</p> <p>In addition, they may use traction, extremity adjusting, massage, hot and cold packs, electrical muscle stimulation, ultrasound, laser, diathermy, whirlpool, orthopedic supports, orthotics, taping or other non-invasive modalities which they consider necessary in order to properly reduce or correct subluxations, or which they feel will help patients maintain their adjustments.</p> <p>Class 1 doctors do not use therapeutic agents, including nutritional supplements, homeopathic or naturopathic remedies etc, to treat diseases or suppress symptoms other than those related to vertebral subluxation.</p> <p>Instrumentation and other diagnostic tools such as surface electromyography (SEMG) thermography, range of motion etc. may be used to measure a variety of physiological changes related to vertebral subluxation and spinal health.</p> <p>No invasive procedures or diagnostic or treatment equipment or techniques should be used which are not directly related to the detection and correction of vertebral subluxation. X-ray and other imaging techniques may be used to assist in determining the presence of vertebral subluxation and for biomechanical assessment of the spine.</p>

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Class	Description
2	<p>Doctors of chiropractic in this class, while they may analyze, diagnose and reduce/correct vertebral subluxation, broaden their practice to include primary health care activities and/or the diagnosis, treatment, management of pathophysiological processes besides or in addition to vertebral subluxation. These complaints/disorders may be spinal-related or not.</p> <p>Doctors in Class 2 may utilize everything included under Class 1 and, additionally, modalities such as ionic foot baths, hair analysis, live cell analysis and other similar diagnostic and treatment methods. They may also utilize homeopathy, nutritional and naturopathic remedies for the treatment of disease. Those chiropractors who hold licenses in acupuncture and perform techniques which require such a license shall be categorized in this class.</p>

- B. The annual mature claims-made rates for each Chiropractor are stated on the State Rate Page.

The annual step rates, under claims-made, for each Chiropractor shall be determined as follows:

1. If the Chiropractor is just entering practice, or the Chiropractor has continuously been insured under an "occurrence" policy, or the Chiropractor has been uninsured for any reason, enter the step rate factor from the Table at the year one level.
2. If the Chiropractor has been insured under a "claims-made" policy for one or more years immediately preceding the effective date of this coverage, the following procedure shall apply:
  - a) Determine the number of years in which the Chiropractor was covered under such claims-made policy(ies). This shall be the Years of Prior Exposure. The Table is entered at the total prior Years of Exposure, plus one.

Fractional years of six months or more of base exposure shall be rounded to the next higher year; less than six months shall be rounded to the next lower year;

The factors in the following Table shall be applied to the full time class rate, found on the State Page, in effect at the inception of the policy.

Step 1	Step 2	Step 3	Step 4
0.35	0.66	0.90	1.00

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C. Location of Practice

The rates as shown in this manual contemplate the exposure as being derived from professional practice within the State. An exception will be allowed for those who derive 25% or less of their practice time from outside the State. Those who derive more than 25% of their practice time outside the State will be charged the higher rate if there is multi-State exposure.

**XIII. PREMIUM MODIFICATIONS**

The following applicable factors will be added together and the sum will be applied to the associated risk. The maximum credit applicable to any risk is shown on the respective State Rate page.

A. New Graduate

A "new" graduate is defined as an individual who is receiving his or her first Chiropractic license and beginning practice. For the 1<sup>st</sup> and 2<sup>nd</sup> years in practice, the discount listed is the maximum credit allowable.

The following credits will apply:

Years in Practice	Discount
1 <sup>st</sup>	75%
2 <sup>nd</sup>	40%
3 <sup>rd</sup>	25%
4th	15%

B. Preceptee / Postceptee

Preceptee means a current student of Chiropractic medicine at an accredited institution who has not yet obtained a license as a Chiropractor.

Postceptee means a Chiropractic professional that has successfully completed formal student training, has a current application for licensure pending in the State in which the Insured is insured by this policy to practice, but has not yet obtained any license as a Chiropractor.

It shall be permissible to provide coverage for a Preceptee or Postceptee on a shared limit of liability with the sponsoring Insured Chiropractor. Waive additional premium.

C. Corporations / Partnerships / Associations

It shall be permissible to provide coverage for a corporation, partnership or association for liability arising from the practice of member Chiropractors insured by the Company. Such coverage may be provided either:

1. On a shared limit of liability with the member practitioner, in which case, no additional premium shall be charged; or
2. On a separate limit of liability basis. All practitioners of the corporation must purchase the same limit of liability. Additional premium shall be **10%** of the total developed liability premium for each member.

D. Additional Insured

- 1) No charge for short-term event additional insureds.
- 2) **10%** charge of the policy's developed premium to add a Landlord of the Insured.
- 3) **20%** charge of the policy's developed premium for all other Additional Insured Requests: an additional insured, such as an outpatient surgical center, managed care organization, hospital, etc. All other Additional Insureds must be referred to the Company for approval and rating.

E. Vicarious Liability

~~10% of the named insured's developed premium will be charged for each Chiropractor not insured by Great Divide and written with an Insurance Carrier rated less than AM Best A who presents a vicarious liability exposure to the named insured.~~

**10%** of the named insured's developed premium will be charged for Chiropractors not insured by Great Divide who presents a vicarious liability exposure to the named insured.

F. Medical Professional Coverage

Medical Professional Coverage is available for the following classes on a shared limit basis by an endorsement:

Medical Professional	Rate
Registered Dietician	\$50 per Dietician
Massage Therapist	\$150 per Therapist
Acupuncturist	\$250 per Acupuncturist
Physical Therapist	\$250 per Therapist
X-Ray Technician	\$150 per Technician

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G. Disability / Leave of Absence

A Chiropractor who becomes disabled, or is on leave of absence for a period of at least 30 days, but less than 180 days, may be eligible for restricted coverage at a rate reduction of 75% of the applicable rate for the period of disability or leave of absence. This will apply retroactively to the first day of disability or leave of absence. Leaves of absence are subject to underwriting approval.

H. Part Time

A part time credit of 50% of the applicable rate will apply to any Chiropractor who works 20 hours or less per week. This is the maximum credit available for a part-time Chiropractor.

I. Military Activation

Where an Insured has been called to Active Military duty, an endorsement will be attached suspending coverage for the period of deployment. Note: the period on active duty does not count for step rating.

J. Locum Tenens

Coverage for a Chiropractor substituting for an insured will be limited to cover only professional services rendered on behalf of the corresponding insured for whom he/she is serving as a temporary relief chiropractor for the specified time period. Locum Tenens will share in the corresponding insured's limit of liability, and the substituting professional is subject to standard underwriting approval. There is no additional charge for a period not to exceed 60 days.

K. Loss Prevention / Risk Management

A risk management credit of up to 10% will be applied to the rate, based upon approved risk management courses. Approved courses include but are not limited to Company courses, workshops, seminars, self-study, and State Chiropractic Society organization courses. Course content must include one or more of the following topics:

- Patient communication
- Documentation
- Informed consent
- Confidentiality of records
- Litigation and other legal issues

Verifiable active participation is required in any such program. The course must be completed by the insured within 24 months of the policy effective date. This credit will be reapplied to subsequent coverage terms, provided that the course completion

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date is within 24 months of the effective date. This is subject to underwriting approval.

**L. Experience Rating**

The following claims-free credits will apply to the Chiropractor's applicable class rate:

<b>Minimum Number of Consecutive Years Claims-Free</b>	<b>Credit</b>
3	5%
5	10%
10	15%
20	20%

**M. Schedule Modification**

A modification reflecting the specific individual characteristics of a risk shall be applied to the professional liability premium for Chiropractors. The criteria (shown below) used in evaluating the risk will be applied objectively and uniformly to all risks. All applicable debits and credits from this Section M shall be added together and the sum shall be the total Schedule Modification. The total schedule modification shall be capped at +/-25%.

<b>Criteria</b>	<b>Maximum Credit</b>	<b>Maximum Debit</b>
1. Qualifications and experience of management	-10%	+10%
2. Cooperation with insurer	-10%	+10%
3. Selection and supervision of staff	-10%	+10%
4. Effective risk management program	-10%	+10%
5. Ongoing quality improvement program	-10%	+10%
6. Communication vehicle for patient questions and concerns	-10%	+10%
7. Use of recognized system of clinical guidelines	-10%	+10%
8. Well-maintained patient record system	-10%	+10%
9. Thorough documentation of patient care and interaction	-10%	+10%
10. Established policies and procedures for patient relations	-10%	+10%
11. Rehearsed emergency plan/equipment in place	-10%	+10%
12. High risk or experimental procedures or treatment	0%	+25%
13. Loss experience	-10%	+25%
14. Demographics of Patient Group	-10%	+25%
15. Other risk deviations specific to the account	-15%	+15%

N. Consent to Settle

A 10% debit shall be applied to an Insured who elects to retain the sole right to consent to settlement of any claim.

**XIV. LIMITS OF LIABILITY**

The base rate on the state rate page contemplates a limit of \$100/\$300K. Higher limits of liability may be selected by insureds. The associated factors listed below will apply to the \$100,000/\$300,000 rate.

Limits of Liability	Factor
\$100,000 / \$300,000	1.000
\$200,000 / \$600,000	1.159
\$250,000 / \$750,000	1.215
\$500,000 / \$1,500,000	1.500
\$1,000,000 / \$3,000,000	1.590
\$2,000,000 / \$4,000,000	1.741

**XV. EXTENDED REPORTING PERIOD COVERAGE**

The extension period is unlimited with respect to time. The availability of Extended Reporting Period Coverage shall be governed by the following rules:

1. The limits of liability that apply at the end of the policy period are not renewed or increased for claims first made or brought during the automatic limited reporting period.
2. Extended Reporting Period Coverage will be available to all insureds shown on the Declarations page or in an endorsement or policy schedule on this policy. Should an insured terminate association with an entity, coverage will also be offered for the liability of the entity provided that such entity was also insured by this Company.
3. Should the insured or entity terminate coverage under the policy, they may purchase this coverage by giving the Company written notice, within 60 days, of its intent to purchase, and paying the appropriate premium.
4. Upon termination of coverage under this policy by reason of death or permanent disability, the insured's unearned premium for this coverage will be waived and Extended Reporting Period Coverage will be granted for no additional charge.

There will be no charge for Extended Reporting Period Coverage in the event of permanent retirement from the practice of chiropractic and provided the insured is at least 55 years old and has been continuously insured by the Company for at least three years immediately preceding retirement.

This shall apply to all insureds otherwise qualifying for such coverage.

5. The Prior Acts date of coverage with this Company will determine the years of prior exposure in calculation of Extended Reporting Period Coverage.
6. Premium must be paid promptly when due.
7. In the event the policy is canceled, any return premium due the insured shall be credited toward the premium for Extended Reporting Period Coverage, if the insured elects this coverage. If any premium is due for the period of time between the earlier of the policy's Prior Acts date or effective date and the termination date, any monies received by the Company from the insured shall first be applied to the premium owing for the policy and then to the Extended Reporting Period endorsement.
8. The factors in the following Table shall be applied to the expiring premium:

Years of Claims-Made Coverage	Factor
1	142%
2	134%
3	123%
4 or more	121%

#### **XVI. INFORMATION AND NETWORK SECURITY INSURANCE ENDORSEMENT**

Information and Network Security Insurance is available as a Supplemental Coverage by endorsement for an additional charge of \$100.00 providing the following limits of liability:

<b>LIMITS OF LIABILITY</b>				
<b>Supplementary Coverages</b>				
H. Information and Network Security	\$ 25,000	Each Claim	\$ 25,000	Aggregate
I. Media Liability	\$ 25,000	Each Claim	\$ 25,000	Aggregate
J. Regulatory Privacy Proceeding and Regulatory Fines and Penalties	\$ 25,000	Each Claim	\$ 25,000	Aggregate
K. Customer Notification and Credit Monitoring Expense	\$ 10,000	Each Claim	\$ 10,000	Aggregate
L. Electronic Data Recovery and Replacement Expenses	\$ 10,000	Each Claim	\$ 10,000	Aggregate

STATE SPECIFIC PAGES TO FOLLOW. TERRITORIES ARE BY COUNTY NAME.





Admiral Professional Program Division  
14 Wall Street, Suite 5F, New York, New York 10005  
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<http://www.admiralins.com> [rbreitweiser@admiralins.com](mailto:rbreitweiser@admiralins.com)

March 15, 2012

Re: Filing Authorization Letter  
**Admiral Insurance Company- NAIC # 4655-24856**  
TOI: Med Mal-Claims Made Only / Sub-TOI: Chiropractic  
Rate, Rule, and Form Filings

To Whom It May Concern:

Please accept this filing authorization letter as certification that we hereby authorize Martin & Company to submit rate, rule, and form filings on behalf of Admiral Insurance Company through its affiliated companies, Great Divide Insurance Company (NAIC # 25224) and Nautilus Insurance Company (NAIC # 17370).

With respect to these filings, this authorization includes responding to interrogatories and supplying additional information on our behalf as required. This authorization will remain in force and effect until withdrawn in writing.

All correspondence and inquiries related to filings under this authorization should be directed to the following:

Martin & Company  
ATTN: Compliance Division  
P.O. Box 70  
Edgemont, PA 19028-0070  
Phone: (800) 896-8000  
Fax: (610) 325-4405

Should you have any questions or require additional information regarding this authorization, please feel free to contact me.

Sincerely,

Richard F. Breitweiser, Esq.  
COO  
Admiral Professional Program Division